

*Handwritten notes in an oval:*  
Trust  
K...  
1953

NOTARIAL AGREEMENT

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484 S  
1953

Between

TOWN COUNCIL OF BENONI

and

VAN RYN GOLD MINES ESTATE, LIMITED.

*Handwritten mark:*  
A

Registered in the  
 Chamber of Notaries  
 in the Province of  
 Transvaal  
 No. 876-1952  
 24.10.1952  
 J. P. CONYNCHER  
 Notary Public



*[Handwritten signature]*

NOTARIAL AGREEMENT.

485 S  
1953

BE IT HEREBY MADE KNOWN:

THAT on this the *13<sup>th</sup>* day of  
*October* in the year of our Lord One thousand  
 Nine hundred and Fifty-two (1952), before me,

WILLIAM JOHN CAMERON REID

Notary Public, by lawful authority duly sworn and  
 admitted, residing and practising at Johannesburg,  
 in the Province of the Transvaal, and in the

presence/

presence of the subscribing witnesses, personally came and appeared

IAN ROSS MACINTOSH

acting under and by virtue of a Power of Attorney dated the 27th day of September 1952, signed at BENONI, and granted to him by FREDERICK STANLEY TAYLOR in his capacity as the TOWN CLERK of the TOWN COUNCIL OF BENONI (hereinafter referred to as "the COUNCIL"), he being duly authorised thereto by a Resolution of the Council passed at BENONI on the 28th day of August, 1952, of the ONE PART, a copy of which Resolution and which said Power of Attorney now remain filed in my Protocol: and

IAN ROSS MACINTOSH

acting under and by virtue of a Power of Attorney dated the 3rd. day of OCTOBER 1952, and signed at JOHANNESBURG and granted to him by THRELFALL WERGE TALBOT BAINES in his capacity as a Director of VAN RYN GOLD MINES ESTATE, LIMITED (hereinafter referred to as "the COMPANY"), a Company the controlling interest wherein is held by members of the White Group as defined in the Group Areas Act No.41 of 1950, and ARTHUR JOSEPH REYNOLDS a Nominee of GENERAL MINING AND FINANCE CORPORATION LIMITED the Secretaries of the Company, they being duly authorised thereto by Resolution of the Directors of the Company passed at Johannesburg on the 3rd

day/

day of October, 1952, of the OTHER PART, a copy of which Resolution and which said Power of Attorney now remain filed in my Protocol.

AND THE APPEARER DECLARED THAT :

WHEREAS the Council is about to receive transfer from the Company, to be registered simultaneously with the registration of this Deed, of :

CERTAIN PORTION 27 of the farm VLAKPONTEIN  
No.7, District BENONI;

MEASURING One hundred and Forty-four decimal  
one nought three two (144.1032) morgen;

(hereinafter referred to as "the said PROPERTY").

AND WHEREAS the sale of the said property to the Council is subject to the conditions hereinafter more fully set out which have been mutually agreed upon by the parties hereto.

AND WHEREAS the said property is defined by the Diagram S.G. No. A 7459/50 approved by the Surveyor General on the 27th day of September 1951 (hereinafter referred to as "the said Diagram").

AND WHEREAS it is desirable to record the said conditions to which the sale of the said property is subject and to register the same against the Title Deed of the said property.

NOW THEREFORE THESE PRESENTS WITNESS AND IT IS

HEREBY/

HEREBY AGREED BETWEEN THE PARTIES HERETO :

1. THAT neither the said property nor any portion or part thereof, whether falling under the Town Planning Scheme No.1 of 1948 of the Council or otherwise, shall be used by the Council for any purpose other than an open space for recreational purposes for a period of Twenty-five (25) years reckoned from the 11th day of August 1950. This condition shall be enforceable by the Company.
  
2. THAT the Council hereby gives and grants to the Company for a period of Fifteen (15) years reckoned from the 11th day of August 1950, the right of user of a Cemetery Site situate on the said property, and defined by the figure lettered a,b,c,d,U,f,e, on the said Diagram, for burials of its deceased native employees and no others, together with a further Servitude of Right-of-way for a period of Fifteen (15) years reckoned from the 11th day of August 1950, on the said property and defined by the figure letters U, g, f, on the said diagram, for purposes of ingress and egress to and from the said Cemetery Site by the Company's servants, agents and/or persons attending burials at the said Cemetery Site.
  
3. THAT the Council hereby gives and grants to the Company for a period of Twenty-five (25) years reckoned from the 11th day of August 1950 or until

no longer required by the Company whichever is the shorter, the right of user of certain Water Tank situate on the said property and defined by the figure lettered h, j, k, l, on the said diagram, into which water is pumped by the RAND WATER BOARD for domestic supply of the Company, together with a further servitude for a period of Twenty-five (25) years reckoned from the 11th day of August 1950, or until no longer required by the Company whichever is the shorter, in respect of a Pipe Line along a strip of ground Six (6) feet wide, the extent, direction and situation of the centre line of the said strip of ground being more fully defined by the line lettered k.m.n. on the said diagram, upon the following conditions :-

- (a) That the Company shall have the right to cede its rights to the said Water Tank and/or Pipe Line, either wholly or in part, to any person, persons or company, provided that such cession shall be to the owner or owners of any house which was in existence as at the 11th day of August 1950, on the property of the Company which adjoins the said Portion 27, but not in respect of any owner or owners of any house or houses erected after that date;

(b) That the Company shall be entitled from time to time to inspect, maintain, repair, remove and relay the said Water Tank and/or Pipe Line, together with all such Rights-of-Way and Rights of ingress and egress over the said property as may be necessary and requisite for any of the purposes aforesaid and for the due and proper exercise of the rights hereby granted;

(c) That in order to ensure uninterrupted access by the Company to the said Water Tank and/or Pipe Line, no buildings or other structures shall be erected on the said strip of ground and no trees planted or material placed thereon or immediately adjacent thereto without the consent in writing of the Company;

(d) That until the right to the said Water Tank and/or Pipe Line is no longer required by the Company and/or its cessionaries, but in any event for not longer than a period of Twenty-five (25) years, the said Water Tank and/or Pipe Line shall be and become the property of the Council without payment of any compensation in respect of either the Water Tank or the Pipe Line;

(e) That during the period of use by the Company or its cessionaries of the said Water Tank and/or Pipe Line, all maintenance

costs shall be borne and paid by the Company, and upon the cessation of the use thereof by the Company or its cessionaries, the said Water Tank and/or Pipe Line shall be handed to the Council in the same good order and condition as they now are, fair wear and tear excepted.

- 4. That the expressions "the Council" and "the Company" shall include both their Successors in Title or Assigns.
- 5. That this Agreement shall be registered against the Title Deed of the said property and all costs for the preparation and registration hereof as all Stamp Duty and Transfer Duty (if any) shall be borne by the Council.

THUS DONE AND SIGNED at JOHANNESBURG on the day, month and year first aforewritten in the presence of the undersigned witnesses.

AS WITNESSES:

1. *B. du Plessis*

*J. Allacinto 2.2.*

2. *M. Harris*

*J. Allacinto 2.2.*

QUOD ATTESTOR

*J. Allacinto*  
NOTARY PUBLIC.

The Minute hereof filed in my protocol bears Stamps to the value of 2/-

*J. Allacinto*.....Notary Public.

